

AGREEMENT AND RELEASE OF LIABILITY FORM

This Agreement and Release of Liability Form (hereinafter "Agreement") is executed by the undersigned on behalf of _____ [Name of Participant] with an address at _____ [Address of Participant] to Ohio University, Athens, Ohio (the "University"). The term "Participant," is used in this Agreement as pertaining to: (i) if Participant is of majority age, it refers only to Participant; (ii) if Participant is not of majority age (18 years old), Participant refers to Participant and Participant's parent or guardian, who is also referred to herein as "I".

In consideration of Ohio University, through its _____, [NAME THE ORGANIZING UNIT/DEPARTMENT/COLLEGE/STUDENT] _____ ORGANIZATION] organizing and operating the _____ [NAME OF THE PROGRAM] to be delivered virtually from _____ to _____, 20____, ("Program") and making it available for participation by Participant and others, the Participant agrees as follows:

1. The Participant acknowledges that Participant will participate in activities virtually, including but not limited to: _____, attending educational sessions, etc. ("Activities").
2. The Participant understands and agrees that the State of Ohio, its governing board, employees, agents, and volunteers are not responsible for any injury, damage, loss, accident, delay or other irregularity which Participant may experience resulting from or otherwise related the negligence or default of any company or person engaged in providing or performing any of the services involved in the Program.
3. The Participant is fully aware of the risks and potential hazards connected with participating in the Program, including but not limited to, the risks of data mining, phishing, viruses, malware, data breach of online information, cyberbullying, exploitation, victimization, cyber stalking, online grooming, cyber predators, digital footprint, reputation loss, compliance violations, brand hijacking, image replication, and third-party attacks of the virtual platform. The Participant hereby elects to voluntarily participate in the Program, and assumes and accepts full responsibility for the inherent and other risks (known and unknown) of the activities, and for any discomfort, trauma, physical injury, temporary or permanent disability, and death, as well as economic and property loss suffered by Participant, resulting from those risks, including the risk of Participant's negligence or other misconduct. Additionally, the Participant agrees to immediately notify University's representative of any concerns related to the health, safety, or security of the Participant, other participants, or Program staff.
4. Knowing the dangers, hazards, and risks of participating in the Activities and the Program, and in consideration of being permitted to participate in the Program, the Participant, on behalf of himself or herself, Participant's family, heirs, and personal representative(s), agrees to assume all the risks and responsibilities surrounding Participant's participation in the Program and in any activities undertaken as an adjunct thereto, and in advance releases, forever discharges, waives, and covenants not to sue the University, its Board of Trustees, officers, agents, employees, invitees, volunteers, and students ("the University and its Agents"), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature, whatsoever which Participant may have or which may hereafter accrue to the Participant, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by Participant, whether caused by the negligence or carelessness of the University and its Agents, or otherwise, that is related to the Program or any activity adjunct to the Program.
5. The Participant assures the University that Participant, having consulted with a medical doctor with regard to Participant's personal medical needs, can and does further state that the Participant is in good mental and physical condition for the limited purpose of participation in the Program, and there are no health-related reasons or problems which preclude or restrict Participant's participation in the Program.
6. The Participant agrees to participate fully in the schedule of the Program. Participant hereby recognizes that the Program and attendant activities are group endeavors and agrees to accept and abide by the University and its Agents, or the will of the majority whenever a matter of choice is presented to the group. Participant acknowledges that the University reserves the right to cancel, without penalty, the offering and conduct of the Program and the right to make any alterations, deletions or modifications in the schedule or academic program as deemed necessary by the University or its representative.
7. The Participant agrees to review in advance of the Program, respect and abide by the University's Virtual Program Participant Code of Conduct which is incorporated herein, in addition to any other rules provided to the participants related to the Program, written or oral. The Participant further understands and agrees that he/she is expected to exhibit appropriate behavior and respect

at all times during the Program, and agrees that the Participant shall not harass, bully, victimize, stalk, embarrass, or otherwise harm another participant of the Program. Additionally, the Participant shall not record in any manner, including but not limited to, video, photograph, voice, etc. any of the Program. The Participant agrees to accept corrective actions up to and including termination of participation in the Program, without refund, if Participant's conduct is determined to be inappropriate and/or detrimental to the best interest of the Participant, other participants, the Program, or University.

8. The Participant acknowledges that University may collect information from the Participant. In addition, the Participant acknowledges that the University may engage with third-party service providers to provide online resources that will be used as part of the Program, and that such third-party service providers may collect information from the Participant. The Participant hereby consents to University and its third-party service providers to collect information from the Participant for the limited purpose of participation in the Program. A separate Photo and Film Waiver is part of the registration process for expanded permissions.

9. I hereby grant permission for a temporary University account to be created for Participant for use of Microsoft Teams or another virtual platform for the limited use of participation in the Program. I further agree that if the Participant is a minor, that I will be responsible for the supervision of my child during the Program.

10. I understand that the University and/or an employee of the University owns all video, audio, programming, and materials used in the Program and the Participant has not right to use, share or publish them without the express written consent of the owner.

11. The Participant further agrees that this Agreement shall be construed in accordance with the laws of the State of Ohio, which shall be the forum for any lawsuits filed under or incident to this Agreement or the Program. The term and provisions of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby.

THIS IS A RELEASE OF LEGAL RIGHTS. READ BEFORE SIGNING. IF PARTICIPANT IS A MINOR UNDER THE AGE OF 18 YEARS OLD, A PARENT OR LEGAL GUARDIAN MUST SIGN BELOW

The undersigned has read the above terms of this Agreement and Release of Liability, and understands and voluntarily agrees to the terms and conditions. This Agreement and Release of Liability shall be binding upon the Participant, and Participant's heirs, administrators, executors, and assigns.

Participant Signature Date

As a parent/guardian on behalf of the above-named minor, I have read the above Agreement and Release of Liability Form, and I understand and agree to the terms and conditions stated herein. I further indemnify and hold harmless the state of Ohio, Ohio University, its Board of Trustees, officers, agents, employees, invitees, volunteers, and students for any action brought against the state of Ohio, Ohio University, its Board of Trustees, employees, agents, and volunteers by the above-named Participant, including but not limited to an action brought by him or her upon reaching the age of majority. I warrant that I am authorized to execute this document on behalf of the above-named minor.

Parent/Guardian Signature Date Minor's Date of Birth

For Office Use Only: Date of Activity _____ + 3 Years = Date of Destruction _____
Date Child Turns 18 _____ + 3 Years = Date of Destruction _____ (For Minors)